

**RESEARCH AGREEMENT**

**BETWEEN**

**MEAT & LIVESTOCK AUSTRALIA LIMITED  
ABN 39 081 678 364**

**AND**

**[Name of Research Organisation]  
ABN [ABN]**

**PROJECT NO. Click or tap here to enter text.**

***Click or tap here to enter text.***

## Party Details

### Research Organisation

<b>Name</b>	[Name of Organisation]
<b>ABN</b>	[ABN]
<b>Street Address</b>	Click or tap here to enter text.
<b>Postal Address</b>	Click or tap here to enter text.
<b>Project Leader:</b>	
<b>Name</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.
<b>Administration Contract:</b>	
<b>Name</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.
<b>Authorised Person (Signatory)*:</b>	
<b>Name</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>Email</b>	Click or tap here to enter text.
<p><i>MLA will input this information into the third party platform Adobe Sign to enable electronic signing of contracts with MLA. Please see Adobe's and MLA's privacy policy (for Adobe found at <a href="https://www.adobe.com/au/privacy/policies-business/esign.html">https://www.adobe.com/au/privacy/policies-business/esign.html</a> and for MLA found at <a href="http://www.mla.com.au/general/privacy/">www.mla.com.au/general/privacy/</a> for more details on how they each handle personal information).</i></p>	

### MLA

<b>Meat &amp; Livestock Australia Limited</b>	
<b>ABN</b>	39 081 678 364
<b>Street Address</b>	Level 1, 40 Mount Street North Sydney NSW 2060
<b>Postal Address</b>	PO Box 1961 North Sydney NSW 2059
<b>Technical Details:</b>	
<b>Name</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>E-mail</b>	Click or tap here to enter text.
<b>Administration Contact:</b>	
<b>Name</b>	Click or tap here to enter text.
<b>Phone</b>	Click or tap here to enter text.
<b>E-mail</b>	Click or tap here to enter text.

**SIGNED AS AN AGREEMENT**

**\*STANDARD EXECUTION\* - DELETE VERSION WHICH IS NOT APPLICABLE**

Signed for and on behalf of  
**Meat & Livestock Australia Limited**  
in the presence of:

.....  
Signature of witness

.....  
**Name**  
**General Manager**  
**Department**

.....  
Name of witness

Signed for and on behalf of  
**[Name of Research Organisation]**  
in the presence of:

.....  
Signature of witness

.....  
Signature of Authorised Person

.....  
Name of witness

.....  
Name of Authorised Person

.....  
Office Held

SIGNED AS AN AGREEMENT

**\*E-SIGNATURE EXECUTION\*** - DELETE VERSION WHICH IS NOT APPLICABLE

Signed for and on behalf of  
**Meat & Livestock Australia Limited**  
by its authorised representative:

.....  
Name  
General Manager  
Department

Signed for and on behalf of  
**[Name of Research Organisation]**  
by its authorised representative:

.....  
Signature of Authorised Person

.....  
Name of Authorised Person

.....  
Office Held

## SCHEDULE

### Project Details

<b>Project No.</b>	Click or tap here to enter text.		
<b>Project Title</b>	Click or tap here to enter text.		
<b>Start date</b>	Click or tap to enter a date.	<b>Completion date</b>	Click or tap to enter a date.

### Purpose and description

Click or tap here to enter text.

### Objectives

*The Research Organisation will achieve the following objective(s) to MLA's reasonable satisfaction:*

Click or tap here to enter text.

### Additional details

Click or tap here to enter text.

### Agents or subcontractors

Subject to the obligations relating to agents and subcontractors set out in clause 4 of this Agreement, the Research Organisation will engage the following agents or subcontractors to conduct a specified part (or parts) of the Project. An agent/subcontractor may conduct a part(s) of the Project for which they are listed as a "Provider" in the "Milestones, Deliverables and Payments Table" in this Schedule. The Research Organisation will notify MLA in writing of any additional agents or subcontractors that it engages after execution of this Agreement.

Name of Agent / Subcontractor	Organisation Name including ACN or ABN
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

### Research Organisation Nominated Person(s)

<b>Contact Name:</b>	Click or tap here to enter text.
<b>Phone:</b>	Click or tap here to enter text.
<b>Email:</b>	Click or tap here to enter text.

### Specific Confidential Information

**Note:** Please list description of any Confidential Information that will be provided by either party during the Project. If none, please note 'N/A' below.

MLA	Research Organisation
Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	Click or tap here to enter text.

### Ownership Interest

All Intellectual Property in the Reports will be owned by MLA as set out under clause 9.2 of the terms. The remaining Project IP will be owned in accordance with the table below:

Project IP	Company Name	Ownership %
Reports	Meat & Livestock Australia Limited	100
Project IP (except any Reports)	Click or tap here to enter text.	Click or tap here to enter text.

## Background IP

### MLA Background IP

**Note:** List IP owned or licensed by MLA that is being provided to the Research Organisation for the Project. If none, please note 'N/A' below.

IP Type	Description	Licences & Encumbrances (if any)	Owner
<b>Patent</b>	1. Click or tap here to enter text. 2. Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Copyright</b>	1. Click or tap here to enter text. 2. Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Other</b>	1. Click or tap here to enter text. 2. Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

### Research Organisation Background IP

**Note:** Research Organisation to list all IP owned or licensed by them (and its permitted agents/ sub-contractors) that it is providing/using in the Project. If none, please note 'N/A' below.

IP Type	Description	Licences & Encumbrances (if any)	Owner
<b>Patent</b>	1. Click or tap here to enter text. 2. Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Copyright</b>	1. Click or tap here to enter text. 2. Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
<b>Other</b>	1. Click or tap here to enter text. 2. Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

## Assets

**Note:** Please list any Assets that will be provided by either party during the Project. If none, please note 'N/A' below.

Assets to be purchased using the Funds	Description of Asset	Initial value (ex GST)	Proportion of purchase price comprising Research Organisation or third party contributions	Agreed depreciation rate (p.a.)	Depreciated value (at end of Project) (ex GST)	Buy-back price (ex GST)

## Milestones

The parties agree:

- (a) to the following milestones; and
- (b) a Milestone is not achieved unless it is completed to MLA's reasonable satisfaction.

	Milestone Achievement Criteria	Provider	Due Date
1			
2			
3			
4			
5			
6			
7			
8			

## Budget

<b>Total Budget</b>	Professional fees	0.00
	Operating expenses	0.00
	Capital	0.00

<b>Total Funds</b>	<b>AUD 0.00 (GST exclusive)</b>
--------------------	---------------------------------

## Cash flow

Payment Date	Milestone	Fees	Expenses	Assets	Total
Click or tap to enter a date.	1 *	0.00	0.00	0.00	0.00
Click or tap to enter a date.	2 **	0.00	0.00	0.00	0.00
Click or tap to enter a date.	3 **	0.00	0.00	0.00	0.00
Click or tap to enter a date.	4 **	0.00	0.00	0.00	0.00
Click or tap to enter a date.	5 **	0.00	0.00	0.00	0.00
Click or tap to enter a date.	6 **	0.00	0.00	0.00	0.00
Click or tap to enter a date.	7 **	0.00	0.00	0.00	0.00
Click or tap to enter a date.	8 ***	0.00	0.00	0.00	0.00

**TOTAL**

**AUD 0.00**

\*or on signing of this Agreement

\*\*on acceptance and approval of corresponding milestone report, with tax invoice and copy of receipts attached

\*\*\*on receipt and acceptance of final report by MLA, with tax invoice for payment attached

NB: any money uncommitted at the end of the Project must be returned to MLA

## Communications and Milestone and Final Report Requirements

MLA has a robust process for delivering communications, aligned to a communications strategy that is designed and executed by the MLA Corporate Communications team each year. In order to ensure maximum value from MLA programs and projects, MLA requires the Research Organisation to comply with the publications and public announcements requirements under clauses 11.4 and 11.5 of this Agreement and to liaise with the MLA communications team in respect of all communications relating to the Project to ensure the right messages are delivered via the right channel. All external communications and media in relation to the Project must be approved in writing by MLA. If you require further information please contact Matthew Peacock ([mpeacock@mla.com.au](mailto:mpeacock@mla.com.au)) or Sharon McGovern ([smcgovern@mla.com.au](mailto:smcgovern@mla.com.au)).

For each Project, the Research Organisation must provide written milestone reports and a final report to MLA (in accordance with the relevant Milestones table) setting out details of the progress and results of the Project, in accordance with the Milestone and final report requirements set out below.

Activity	Key Message
Milestone report	Comprehensive report on achievement of each milestone. Milestone report guidelines are available on the MLA website <a href="http://www.mla.com.au/Research-and-development/Project-reporting-templates">http://www.mla.com.au/Research-and-development/Project-reporting-templates</a>
Final Report	<p>The Final report must:</p> <ul style="list-style-type: none"> <li>• be submitted in accordance with MLA's style guide and report guidelines (available at <a href="http://www.mla.com.au/Research-and-development/Project-reporting-templates">http://www.mla.com.au/Research-and-development/Project-reporting-templates</a>).</li> <li>• include sections that address all the items in the Objectives.</li> <li>• be supplied in electronic Microsoft Word format.</li> <li>• include any associated material such as spreadsheets, decisions support tools, multimedia either within the report or as separate electronic files</li> <li>• duly acknowledge participating producer groups, consultant(s) and Funding Contributors (including the Commonwealth Government).</li> </ul> <p>MLA is committed to demonstrating transparency and communication of our R&amp;D activities to stakeholders. Separate confidential and non-confidential versions of the Final report may be provided if a single report cannot be published on MLA's website.</p>



## Special Conditions

For the purposes of the Project, the parties agree to the special conditions that are set out below. These special conditions override the terms of this Agreement.

**[INTERNAL NOTE – PLEASE DELETE: MLA Project managers must obtain approval from MLA’s commercialisation team (for IP), finance team (for insurance) or legal or risk teams (as applicable) before agreeing to any special conditions]**

Special Conditions	Please tick box if applicable:
<b>Student Involvement</b>	<p>To protect Confidential Information or Project IP, the Research Organisation also agrees to impose the following additional restrictions in any respect to any Student Thesis:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Agreed time limit restrictions on publishing a Thesis.</li> <li><input type="checkbox"/> Examination of a Thesis must be done under a confidentiality agreement signed by the Research Organisation and the examiner.</li> <li><input type="checkbox"/> Click or tap here to enter text.</li> </ul> <p>If known, please enter Students names who may be involved in the Project here Click or tap here to enter text.</p>
<b>Due Enquiry</b>	<p>For the purposes of clause 3.7, freedom to operate searches are required as part of the due enquiry for this Project.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> includes patent freedom to operate searches by [Click or tap to enter a date.]</li> <li><input type="checkbox"/> does not include patent freedom to operate searches</li> </ul> <p>Click or tap here to enter text.</p>
<b>Additional Project IP Licences</b>	<p>In addition to the Licences set out under clause 9.1 of this Agreement, the owner of the Project IP, grants the following additional rights to the other party:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> internal non-commercial research and development</li> <li><input type="checkbox"/> teaching purposes</li> <li><input type="checkbox"/> extension activities</li> <li><input type="checkbox"/> sublicensable</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> The Research Organisation consents to MLA making the Project IP available via a creative commons licence on MLA’s website <a href="https://www.mla.com.au/CC">https://www.mla.com.au/CC</a></li> </ul>
<b>Insurance</b>	<p>The parties agree to the following special conditions that apply in addition to or override (as deemed applicable) the insurance obligations clauses set out at clause 14:</p> <p><b>Public Liability:</b> The requirement for Public liability insurance during the Term of this Agreement, will be either:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> reduced to [Click or tap here to enter text.]</li> <li><input type="checkbox"/> waived entirely as it is not applicable.</li> </ul> <p><b>Professional Indemnity:</b> The requirement for Professional Indemnity insurance during the Term of this Agreement, will be either:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> reduced to [Click or tap here to enter text.]</li> <li><input type="checkbox"/> waived entirely because no professional advice or professional services will be provided by the Research Organisation or its agents or contractors during the Project.</li> </ul> <p><b>Other:</b> Additional insurance that may be required during the project:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Insurance for the replacement value of the Assets</li> <li><input type="checkbox"/> Other: Click or tap here to enter text.</li> </ul> <p><b>Self-Insurance:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Please tick if clause 14 has been waived by MLA, if the Research Organisation self-insures in the ordinary course of its business.</li> </ul>

<b>Personal Information</b>	<p>Please complete this section if as part of the Project, Personal Information will be handled.</p> <p>Type of Personal Information:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tick here if the name, job title, email address, telephone number, birth date, address or any other personal identifiers of an individual will be collected, used or handled in some way as part of this Project.</li> <li><input type="checkbox"/> Tick here if bank account details of individuals will be collected, used or stored as part of this Project?</li> </ul> <p>Identify the party handling the Personal Information (may be more than one):</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> MLA</li> <li><input type="checkbox"/> Research Organisation</li> <li><input type="checkbox"/> A third party (if this box is ticked, please insert details of third party here) Click or tap here to enter text.</li> </ul> <p>Personal Information in Reports:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Tick here if the Research Organisation will be required to provide two (2) final reports: <ul style="list-style-type: none"> <li>(a) one that contains personal information that is not to be published; and</li> <li>(b) a second copy that contains aggregated and depersonalised data that MLA can publish.</li> </ul> </li> </ul>
<b>Creation or use of Intellectual Property or other digital assets</b>	<p>Please complete this section if as part of the Project, Intellectual Property of the type described below will be created or developed:</p> <p>Type of Digital Asset:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Still images</li> <li><input type="checkbox"/> Videos, webinars or other recordings</li> <li><input type="checkbox"/> Musical works including jingles</li> <li><input type="checkbox"/> Trade marks</li> <li><input type="checkbox"/> Patents</li> <li><input type="checkbox"/> Other (please specify) Click or tap here to enter text.</li> </ul> <p>IP Register:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Please tick, if the Research Organisation must use and maintain an IP register manage IP assets.</li> </ul>
<b>Use of MLA Data</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Please indicate here if the Research Organisation will require access to any of MLA's data. If yes, please specify below: Click or tap here to enter text.</li> </ul>
<b>Access to MLA's systems</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Tick here if the Research Organisation or its approved agents or subcontractors require access to MLA's systems such as CRM, Sharepoint or Webdam, in order to undertake the Project. If ticked, please specify the system that the Research Organisation requires access to: <ul style="list-style-type: none"> <li><input type="checkbox"/> CRM</li> <li><input type="checkbox"/> Sharepoint</li> <li><input type="checkbox"/> Webdam</li> <li><input type="checkbox"/> Other (please specify) Click or tap here to enter text.</li> </ul> </li> </ul> <p>The Research Organisation acknowledges and understands that they must first agree to MLA's <i>'Terms of Use for end user access of MLA group systems'</i> and that each of the relevant personnel on behalf of the Research Organisation or its approved agents or subcontractors has signed these terms before providing access. The terms will be provided separately after execution of this Agreement.</p>
<b>Other</b>	<p>The parties agree to the following additional special conditions. If none, please note 'N/A'.</p> <p>Click or tap here to enter text.</p>

## THIS AGREEMENT IS MADE ON

### PARTIES

**MEAT & LIVESTOCK AUSTRALIA LIMITED** ABN 39 081 678 364 of Level 1, 40 Mount Street, North Sydney, New South Wales (**MLA**)  
[Name of Research Organisation] ABN [ABN] of Click or tap here to enter text. (**Research Organisation**)

### Background

- A. The parties have agreed to conduct a Project on the terms set out in this Agreement (**Agreement**).
- B. The parties acknowledge that the Project will comprise research and development which coincides with the Australian red meat industry's strategy and that the results of the Project, if successful, will be beneficial to the industry or the broader Australian community.

### Agreements

#### 1 Definitions and interpretation

##### Definitions

1.1 Where commencing with a capital letter:

**Assets** means any asset described in the schedule, provided by MLA or acquired by the Research Organisation with the Funds for the purpose of the Project or developed in the course of a Project;

**Background IP** means Intellectual Property owned, licensed or held by a party and made available by the party to the Project, including any Intellectual Property specified as such in the schedule;

**Budget** means the budget specified in the schedule;

**Commercialise**, in relation to Project IP, means to manufacture, sell, hire or otherwise exploit a product or process, or to provide a service using Project IP, or to license any person to do any of those things;

**Confidential Information** means all trade secrets and know-how, financial information and other commercially valuable information of whatever description and in whatever form and, in the case of MLA, includes the MLA Material;

**Dispose** means, in relation to any property, sell, transfer, assign, create any interest over, part with the benefit of or otherwise dispose of the property;

**Effective Date** means the earlier of the start date in the schedule or the date of this Agreement;

**Ethics Laws** means all laws, regulations and industry codes of practice applicable to the Research Organisation relating to:

- (a) animal welfare in scientific research;
- (b) the conduct of responsible research as specified by the National Health and Medical Research Council, including the *Australian Code for the Care and Use of Animals for Scientific Purposes* (2013) and the *Australian Code for the Responsible Conduct of Research* (2018);

- (c) anti-bribery and anti-corruption;
- (d) fundamental human rights in particular the prohibitions on child labour, slavery, forced labour and human trafficking, including the *Modern Slavery Act 2018* (Cth); and

- (e) anti-money laundering;

**Funds** means the funds specified in the Budget;

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

**In-Kind Contributions** means the in-kind contributions to be provided by either party as specified in the schedule;

**Intellectual Property** means all patents, patent applications, trade marks, service marks, designs, plant breeder's rights, copyright, know-how, trade secrets, eligible layout rights, domain names, internet addresses, rights in confidential information and all and any other intellectual property rights whether registered or unregistered and rights to apply for any of the same, and includes the Confidential Information;

**Ownership Interest** means the proportionate ownership interest of each party in Project IP set out in the schedule;

**Milestone** means a milestone specified in the schedule;

**MLA Group** means Meat & Livestock Australia Limited (ABN 39 081 678 364) and its Related Body Corporate Industry Systems Company Limited (ABN 34 134 745 038);

**MLA Material** means all material and information provided by MLA to the Research Organisation for the purpose of this Agreement;

**MLA Policies** means, as at the date of this Agreement, each of MLA's:

- (a) privacy policy accessible via [Privacy Policy](#);
- (b) Anti-bribery and Corruption policy and procedures accessible via [ABC Policy](#); and

- (c) code of business conduct and ethics accessible via [Code of Conduct](#),

as may be amended and notified by MLA to the Research Organisation from time to time.

**Moral Rights** has the same meaning given to it as that term is defined in Part IX of the *Copyright Act 1968* (Cth);

**Nominated Persons** or **Personnel** means the persons named in the schedule and such other persons approved in writing by MLA to work on the Project on behalf of the Research Organisation;

**Personal Information** has the same meaning as in the *Privacy Act 1988* (Cth);

**Project** means the project described in the schedule;

**Project IP** means Intellectual Property which arises out of the Project;

**Related Bodies Corporate** has the same meaning given to it in the *Corporations Act 2001* (Cth);

**Reports** means the Milestone and final reports developed under the Project;

**Student** means any postgraduate students enrolled with the Research Organisation or an agent or subcontractor of the Research Organisation that may work on the Project and whose name and any further details listed in the special conditions in the schedule; and

**Thesis** means a thesis produced by a Student which relates to the Project.

## Interpretation

- 1.2 Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.3 Unless the context otherwise requires a word which denotes:
- the singular denotes the plural and vice versa;
  - a person includes an individual, a body corporate and a government; and
  - a person includes the trustee, executor, administrator, successor in title and assign of that person. This clause must not be construed as permitting a party to assign any right under this Agreement.
- 1.4 A reference to:
- any legislation includes any regulation or instrument made under it and any amended, re-enacted or replacement legislation;

- any agreement or other document includes that agreement or document as amended or replaced;

- payments to a party includes payments to another person on the direction of the party;

- money is in Australian dollars unless otherwise stated; and

- anything (including any amount) is a reference to the whole and each part, and a reference to a group of persons is a reference to all of them collectively, to any 2 or more collectively and to each individually.

## 1.5 In this Agreement:

- clause headings are for convenience only and do not affect interpretation; and
- “includes” is not a word of limitation.

## 2 Appointment

MLA appoints the Research Organisation to carry out the Project in accordance with the Milestones and the Budget on the terms set out in this Agreement, and the Research Organisation accepts the appointment.

## 3 Obligations of the Research Organisation

### Conduct of the Project

#### 3.1 The Research Organisation must conduct the Project:

- in accordance with all relevant laws and regulations and any applicable industry standards or guidelines, including applicable Ethics Laws;
- in accordance with the Milestones and the Budget and otherwise in compliance with the requirements set out in the Project;
- in accordance with MLA Policies and all reasonable and lawful directions of MLA from time to time concerning the Project;
- to the best of its skill and ability; and
- using appropriately qualified, competent and skilled personnel necessary for the proper conduct of the Project.

#### 3.2 Without limiting the Research Organisation's obligations under this clause 3, the Research Organisation must, in conducting the Project:

- only apply the Funds and the Assets for the purposes of the Project and in accordance with the Budget and the Milestones;
- not vary the Project, the Budget or the Milestones without MLA's prior written consent;
- regularly liaise with MLA; and

- (d) as requested by MLA, provide reasonable details of the Research Organisation's proposed course of action and strategies, for the purpose of enabling MLA to review the performance of the Research Organisation's obligations under this Agreement.

### Personnel

- 3.3 The Research Organisation:
- (a) must, subject to the terms of this Agreement, cause the Nominated Persons to work on the Project;
  - (b) undertakes that the Nominated Persons and all persons who assist in carrying out the Project will during the term of this Agreement perform this work to the best of their skill and ability; and
  - (c) must provide each Nominated Person with a copy of this Agreement and take all reasonable steps to explain it to them.
- 3.4 If the Nominated Personnel cease to be available during the term of this Agreement, the Research Organisation will notify MLA and may replace such personnel, provided such replacements are acceptable to MLA.

### Students

- 3.5 If a Student is involved in the Project, the Research Organisation agrees it will ensure that:
- (a) the Student complies with this Agreement including clauses 8 (Background IP) and 11 (Confidentiality);
  - (b) it will do all things necessary to ensure that Project IP developed by the Student is owned in accordance with clause 9 (Project IP), except for copyright in a Thesis, which will be retained by the Student;
  - (c) it obtains from the Student any licences required to ensure that the Project Thesis can be used in the same way as the other Project IP under this Agreement; and
  - (d) it imposes restrictions on the Student in respect of the Thesis to ensure that the Thesis is only used, published or disseminated in accordance with the requirements for Project IP and any special conditions of the schedule.
- 3.6 If any Student ceases to work on the Project, the Research Organisation will notify MLA and may replace such Student, provided such replacement is deemed acceptable to MLA.

### Warranty

- 3.7 The Research Organisation warrants that:
- (a) its conduct of the Project will not infringe any other person's Intellectual Property rights (excluding patent rights);
  - (b) its conduct of the Project will not infringe the patent rights of any other person to the best of its knowledge and belief and, if specified as required in the special conditions set out in the schedule, after due inquiry;
  - (c) the parties will be entitled to use the Project IP without the consent of any other person;
  - (d) it, its employees, the Nominated Persons and its agents and contractors have the necessary experience, skill and ability to properly conduct the Project on the terms set out in this Agreement; and
  - (e) the Project will be conducted in a professional manner and conform to a standard of competence equal to that normally employed by researchers of good standing for services of a magnitude and nature similar to the Project.

### Safety

- 3.8 The Research Organisation must ensure that:
- (a) its activities in carrying out the Project comply; and
  - (b) any site at which it carries out any part of the Project complies,
- with all applicable occupational health and safety laws and regulations and applicable industry codes of practice and Australian Standards.
- 3.9 Without limiting its obligations under clause 3.8, the Research Organisation must notify MLA of any notifiable incident as defined under the *Work Health and Safety Act* (Cth) involving any person undertaking work as part of this Project.

## 4 Agents and Subcontractors

### Engagement & Notification

- 4.1 The Research Organisation may engage any agents or contractors to assist the Research Organisation in any part of this Project. The Research Organisation will promptly notify MLA of the engagement of any agents or subcontractor.

### Terms

- 4.2 If the Research Organisation engages an agent or a contractor to assist the Research Organisation in any part of this Project, the terms of engagement must contain terms requiring the agent or contractor to:

- (a) undertake obligations of confidentiality in substantially the same terms as clause 11;
- (b) assign to MLA the Intellectual Property in any materials created under the engagement so that such Intellectual Property will be owned by the parties in accordance with clause 9.1 and 9.2;
- (c) undertake obligations of accurate record keeping in substantially the same terms as clause 6.1; and
- (d) maintain such insurance in such amounts as MLA may specify.

4.3 The Research Organisation will remain liable for the acts or omissions of the agent or contractor as if those acts or omissions were those of the Research Organisation.

## 5 Funding and In-Kind Contribution

### Funding

5.1 Subject to clause 5.3, the parties must make available the Funds and the Assets in accordance with the Budget for the sole purpose of the Project.

### In-Kind Contribution

5.2 The parties must provide the In-Kind Contributions, if any, in accordance with the schedule.

### Suspension of funding

5.3 In addition to its rights under clause 15, MLA may suspend payment of any of the Funds by written notice to the Research Organisation if the Research Organisation:

- (a) does not achieve a Milestone; or
- (b) is in breach of any of its obligations under this Agreement,

until the Milestone is achieved or the breach is rectified, as the case may be, to the reasonable satisfaction of MLA.

### Assets

5.4 The Research Organisation must, with the Funds, and in accordance with the Budget, purchase the assets specified in the Budget.

5.5 The Research Organisation will own any Assets purchased with the Funds for the term of the Project.

5.6 The Research Organisation acknowledges that MLA will retain ownership of any Assets it provides.

5.7 The Research Organisation is solely responsible for the safekeeping, maintenance and control of any Assets used for the Project and for all other costs and liabilities associated with the Assets.

5.8 The Research Organisation must not encumber or Dispose of any Asset.

5.9 On the termination of this Agreement, or earlier if requested by MLA, the Research Organisation must on MLA's election either:

- (a) return to MLA all Assets provided by MLA and assign to MLA, at no cost to MLA, ownership of all other Assets free from all encumbrances; or
- (b) with the approval of MLA, sell any Assets to any other person on arm's length terms, and disburse to MLA all monies received from the sale of the Asset; or
- (c) retain possession of the Asset for use in other projects to be conducted with MLA.

5.10 MLA may, on reasonable notice, enter premises occupied by or under the control of the Research Organisation to take possession of Assets for the purposes of clauses 5.9(a).

## 6 Accounts and records

### Accurate record keeping

6.1 The Research Organisation must ensure that it, and its agents and contractors:

- (a) keep complete and accurate books and records that are separate from any other books and records of the relevant business (including any particular accounts specified by MLA):
  - (i) setting out details of all work carried out under this Agreement;
  - (ii) recording the deposit and expenditure of the Funds; and
  - (iii) recording the contribution and details of the In-Kind Contributions;
- (b) permit MLA, at reasonable times and on reasonable notice, through its officers, agents or advisers authorised on its behalf, to examine and inspect any material in the possession of the Research Organisation which is relevant to this Agreement, including any books and records, and provide all necessary facilities for that purpose;
- (c) give full and accurate answers to any questions MLA or any of its representatives may have concerning books or records relating to this Agreement and provide all assistance reasonably requested by MLA in respect of any inquiry into or concerning the Project or this Agreement; and
- (d) retain for a period of seven years after termination or expiration of this

Agreement all books and records relating to the Funding.

#### MLA may carry out audits

- 6.2 MLA may arrange for the carrying out of an audit of the books and records of the Research Organisation and the books and records of the Research Organisation's agents and contractors at the cost of MLA, unless the audit reveals any overpayment of more than 2% by MLA or noncompliance by the Research Organisation with the terms of this Agreement, in which case the Research Organisation must promptly reimburse MLA the cost of the audit.

#### Research Organisation to allow access

- 6.3 The Research Organisation must cooperate with MLA or its representatives, in the conduct of an audit and, for that purpose, must:
- allow access to the Research Organisation's premises at reasonable times and on reasonable notice;
  - procure access to the premises of all agents and contractors at reasonable times and on reasonable notice;
  - require the Research Organisation's employees, agents and contractors to produce books and records related to this Agreement and allow any such documentation to be inspected and copied; and
  - provide full and accurate answers to any questions asked in relation to that documentation.

#### 7 GST

- 7.1 Unless otherwise indicated, amounts stated in this Agreement do not include GST.
- 7.2 In relation to any GST payable for a taxable supply by a party under this Agreement, the recipient of the supply must pay the GST subject to the supplier providing a tax invoice.
- 7.3 If any party is required under this Agreement to reimburse or pay to another party an amount calculated by reference to a cost, expense, or an amount paid or incurred by that party, the amount of the reimbursement or payment will be reduced by the amount of any input tax credits to which that party (or entity on whose behalf the party is acting) is entitled in respect of any acquisition relating to that cost, expense or other amount.
- 7.4 Terms used in this clause 7 which are defined in the GST Act have the same meaning as in the GST Act.

#### 8 Background Intellectual Property

##### Ownership

- 8.1 Subject to this clause, each party will retain existing rights and interests in its respective Background IP.

##### Provision

- 8.2 During the term of this Agreement each party will make available for the Project the Background IP to be provided by it.
- 8.3 When a party makes Background IP available (other than that specified in the schedule) it must specify in writing to the other party the ownership of it, the right of the party to make it available and details of any encumbrances.

##### Warranty

- 8.4 Each party warrants that:
- it has full power and authority to enter into and perform its obligations under this Agreement;
  - it is the owner of, or is otherwise entitled to provide, the Background IP which it makes available for the Project;
  - the use of the Background IP in accordance with this Agreement will not infringe the Intellectual Property rights of any other person (excluding patent rights);
  - the use of the Background IP in accordance with this Agreement will not infringe any other person's patent rights to the best of its knowledge and belief and, if specified as required in the special conditions set out in the schedule, after due inquiry;
  - except to the extent disclosed to the other party at the time of making it available, the Background IP is unencumbered; and
  - it will not Dispose of or Commercialise the Background IP so as to prejudice its use in accordance with this Agreement.

##### Interest

- 8.5 No party by virtue of this Agreement obtains any interest in or right to use another party's Background IP for any other purpose other than in accordance with this Agreement.

##### Licence

- 8.6 Subject to the terms of this Agreement:
- the parties; and
  - subject to clause 4, agents and contractors of the parties,

have a non-exclusive royalty-free right to use each party's Background IP for the purposes of the Project and Commercialisation of the Project IP.

## Protection

- 8.7 Each party must take all reasonable steps to protect the other party's Background IP (but not including applying for, maintaining, prosecuting or enforcing any form of Intellectual Property rights protection) and must give the party which provided the Background IP prompt notice of any infringement or threatened infringement of that Background IP which comes to its attention.

## 9 Project IP

### Ownership

- 9.1 Subject to clause 9.2, any Project IP will be owned by the parties in accordance with their respective Ownership Interests.
- 9.2 MLA owns the copyright in the Reports and the Research Organisation assigns all copyright to MLA as and when it is created.

### Licence

- 9.3 Subject to this Agreement, each party has a non-exclusive royalty-free right to use Project IP for the purposes of the Project, other than Commercialisation.
- 9.4 Subject to this Agreement and clause 9.1, any additional licences will be granted by the parties as set out in the special conditions in the schedule.
- 9.5 MLA will have a royalty-free right to use Project IP for its internal purposes and reporting to and complying with its obligations to industry bodies, including peak councils, government and government agencies and authorities.

### Capturing Project IP

- 9.6 The Research Organisation must provide MLA with all information in its possession regarding Project IP which has been developed or is in the process of being developed.
- 9.7 The Research Organisation must ensure that those of its employees, agents and contractors who participate in the Project:
- identify Project IP generated or developed by them;
  - promptly communicate details of Project IP to MLA;
  - assign ownership of all Project IP in accordance with the provisions of clause 9.12; and
  - give the Moral Rights consents requested in accordance with the provisions of clause 9.8.

### Moral Rights

- 9.8 The Research Organisation must obtain from each employee, agent or contractor involved in the

Project a Moral Rights consent in favour of MLA which acknowledges that MLA may abridge, make formatting changes, publish extracts, re-design convert to alternative formats or make similar alterations to any copyright material created in relation to the Project as the MLA considers reasonably appropriate.

### Intellectual Property protection

- 9.9 If MLA considers that a particular development warrants pursuing patent protection, or other form of Intellectual Property protection, the Research Organisation must provide all reasonable assistance to MLA and if requested apply for, maintain and prosecute that Intellectual Property protection in accordance with the party's respective Ownership Interests.
- 9.10 Each party must give the other prompt notice of any infringement or threatened infringement of Project IP which comes to its notice and MLA may take such action and incur such costs as may be reasonably required to protect the interests of the parties in that Intellectual Property.
- 9.11 Costs incurred by the parties under clauses 9.9 and 9.10 must be borne by them in proportion to their respective Ownership Interests unless agreed otherwise.

### Assignment

- 9.12 To the extent any work has commenced on the Project prior to the date of this Agreement, the Research Organisation assigns all Project IP created before the date of this Agreement to the parties in accordance with their respective Ownership Interests.
- 9.13 Where the Research Organisation engages an agent or contractor to work on any part of this Project, the Research Organisation must ensure that the agent or contractor assigns to the parties in accordance with their respective Ownership Interests all Project IP as and when it is created, whether developed prior to the date of this Agreement, existing as at the date of this Agreement or created afterwards.

### Disposal of Ownership Interest

- 9.14 No party may Dispose of its Ownership Interest in Project IP without the prior written agreement of the other party.
- 9.15 Each party that Disposes of its Ownership Interest in Project IP must ensure that the recipient complies with the terms of this Agreement relating to Project IP as if it was a party to it.

### Commercialisation

- 9.16 A party may only Commercialise or disseminate the Project IP with the prior written consent of the other party. Any Commercialisation of Project IP will



be subject to a separate commercialisation agreement as agreed between the parties.

## 10 Privacy & Data

### Personal Information

- 10.1 The Research Organisation must:
- (a) comply with the Privacy Act 1988 (Cth) and all other applicable privacy laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information, including the Australian Privacy Principles;
  - (b) not disclose any Personal Information under or in connection with this Agreement to any entities located outside of Australia without MLA's prior written consent; and
  - (c) ensure that all of its subcontractors or agents comply with this clause 10.1.
- 10.2 Without limiting clause 10.1:
- (a) where the Research Organisation collects Personal Information for or on behalf of MLA, the Research Organisation:
    - (i) must only use and disclose that information for the purpose for which it is collected; and
    - (ii) must not publish, disseminate or Commercialise the Personal Information in any way;
  - (b) in relation to any Personal Information that the Research Organisation provides to MLA under this Agreement, the Research Organisation warrants that it has:
    - (i) before providing the Personal Information to MLA, notified all individuals to whom the Personal Information relates that it will be disclosing their Personal Information to MLA for the purposes of the Project and obtained any required consent to such disclosure; and
    - (ii) provided the individuals with the location of where MLA's privacy policy which can be found at <https://www.mla.com.au/general/privacy/>;
  - (c) in relation to any Personal Information provided to the Research Organisation by MLA under this Agreement, the Research Organisation must:
    - (i) only store, use, disclose or otherwise handle the information

for the specific purposes for which it was provided to the Research Organisation under this Agreement; and

- (ii) co-operate with any reasonable request or direction of MLA which relates to the protection of the information;
- (d) the Research Organisation must promptly notify MLA of any complaint that it receives concerning the Personal Information under this Agreement; and
- (e) the details of any Personal Information that may be handled in this Project are specified in the special conditions set out in the schedule.

### Use of Data

- 10.3 Without limiting MLA's other rights under this Agreement, the Research Organisation acknowledges that depersonalised aggregated data collected as part, or in the course, of the Project and which is incapable of being used to identify, or ascertain the identity of, any person may be:
- (a) used by MLA and its Related Bodies Corporate, for planning, research and development, or marketing purposes, including as part of MLA's digital platform; and
  - (b) provided by MLA to third parties for the purposes of future projects.

## 11 Confidentiality

### Confidentiality Obligations

- 11.1 Subject to this Agreement, each party must during and after the term of this Agreement:
- (a) keep Project IP and the Confidential Information of the other party confidential;
  - (b) use and disclose Project IP and the Confidential Information of the other party only as contemplated by this Agreement; and
  - (c) prior to disclosure to any person of any Project IP or Confidential Information of another party, ensure that the person is bound by obligations of confidentiality in substantially the same terms as this clause 11.

### Exclusions

- 11.2 The obligations on each recipient of Confidential Information under this Agreement do not apply to any Confidential Information which:
- (a) was in the recipient's possession at the time of disclosure to the recipient and was

- not acquired in breach of an obligation of confidence or under an obligation of confidence;
- (b) is in the public domain;
- (c) is acquired from a third party, provided that it is not acquired by the third party unlawfully or in breach of an obligation of confidence; or
- (d) is required to be disclosed by law, provided that the receiving party makes reasonable efforts to notify the disclosing party of the impending disclosure in time for the disclosing party to appear and oppose the disclosure.

11.3 For the avoidance of doubt, a party's details, the names of researchers working on the Project, the Project title, start and finish dates for the Project and the Funds will not be considered to be Confidential Information and may be disclosed by MLA.

#### **Publications and public announcements**

11.4 Neither party will publish, disseminate or otherwise communicate any information relating to a Project or its results without the prior written consent of the other party, such consent not to be unreasonably withheld.

11.5 The Research Organisation must ensure that any publication, dissemination or communication permitted under clause 11.4:

- (a) acknowledges the contribution to and support of the Project by MLA in a manner acceptable to MLA and in compliance with MLA's Brand and Writing Style Guidelines (available on request); and
- (b) is carried out in consultation with the MLA communications team,

and that the Research Organisation has obtained MLA's prior written approval in relation to all communications material relating to a Project or its results.

#### **Termination**

11.6 On termination of this Agreement each party must, on request from another party, return all of the other party's Confidential Information.

#### **12 MLA**

12.1 Clauses 9.14 and 9.15 (Disposal of Ownership Interest), 9.16 (Commercialisation) do not apply to MLA if MLA's Ownership Interest is 100%.

#### **13 Material**

##### **MLA Material**

13.1 The MLA Material remains the property of MLA.

13.2 Subject to clause 13.3 on termination of a Project, the Research Organisation must immediately on request from MLA return the MLA Material related to that Project and all copies of it to MLA and permanently delete from all computer systems under the control of the Research Organisation all MLA Material which is in electronic form.

#### **Legal Requirement**

13.3 Notwithstanding clause 13.2, the Research Organisation may retain one copy of the MLA Material reasonably necessary for the Research Organisation to comply with any statutory obligation to do so.

#### **Safekeeping**

13.4 The Research Organisation is responsible for the safekeeping and maintenance of the MLA Material and must ensure that the MLA Material are used, copied, supplied or reproduced only for the purposes of this Agreement.

#### **14 Insurance**

##### **Maintenance**

14.1 Unless otherwise agreed as a special condition in the schedule, the Research Organisation will:

- (a) at all times maintain:
  - (i) adequate workers' compensation insurance as required by law for its employees;
  - (ii) professional indemnity insurance for an amount of at least \$2 million;
  - (iii) public and product liability insurance for an amount of at least \$10 million;
  - (iv) such other insurance cover as MLA may from time to time reasonably require; and
- (b) maintain and protect from loss or damage and, if required by MLA, insure for their replacement value, all Assets.

##### **Policies**

14.2 The Research Organisation will, on each anniversary date of this Agreement or on request by MLA, produce evidence of the currency of the insurance policies referred to in clause 14.1.

##### **Government and Statutory bodies**

14.3 Clause 14.1(a) does not apply where the Research Organisation is a department or statutory body of the Commonwealth of Australia or an Australian State or Territory and self-insures.

## 15 Term and termination

### Term

- 15.1 This Agreement commences on the date of the Effective Date and continues until the earlier of:
- (a) the completion of the Project; or
  - (b) termination of this Agreement in accordance with its terms.

### Termination by MLA

- 15.2 MLA may, by providing one (1) month's written notice to the Research Organisation, terminate this Agreement.
- 15.3 MLA may terminate this Agreement with immediate effect by notice to the Research Organisation if:
- (a) MLA is no longer the declared industry marketing body and/or industry research body for the meat and livestock industry; or
  - (b) its funding agreement with the Commonwealth government is terminated.
- 15.4 If MLA terminates this Agreement under clause 15.2, MLA must, subject to clauses 15.10 and 15.11, pay the Research Organisation the costs reasonably incurred or committed by the Research Organisation in accordance with the Budget in the period up to the date of termination.

### Go/No Go decisions

- 15.5 MLA may terminate a Project by notice to the Research Organisation if MLA makes a "No Go" decision referred to in the schedule.
- 15.6 If a "Go/No Go" decision point is referred to in the schedule, the Research Organisation:
- (a) must not proceed with the Project after that point until MLA notifies it that MLA has made a "Go" decision to proceed with the Project after that point; and
  - (b) acknowledges that it is not entitled to payment for any goods or services provided in breach of clause (a).

### Termination by Research Organisation

- 15.7 If the Research Organisation forms an opinion on reasonable grounds that the Project will no longer achieve its objectives or the Project is no longer able to be carried out due to technical issues that have arisen, or for any other reason, the Research Organisation will provide written notice to MLA setting out particulars of that opinion and its recommendation to terminate this Agreement. If MLA provides its consent (such consent not to be unreasonably withheld), the Research Organisation may, by 1 month's written notice to MLA, terminate this Agreement.

### Termination for default

- 15.8 A party (**Terminating Party**) may by notice to the other party terminate this Agreement if:
- (a) the other party fails, within 14 days after notice from the Terminating Party, to remedy a breach of its obligations under this Agreement which is capable of remedy;
  - (b) the other party breaches any of its obligations under this Agreement which are not capable of remedy; or
  - (c) the other party persistently breaches its obligations under this Agreement.

### Consequences of Termination

- 15.9 If notice is given to the Research Organisation to terminate this Agreement under Clause 15.8:
- (a) MLA may:
    - (i) recover any sums paid to the Research Organisation for work that have not been fulfilled or performed together with interest on such sums calculated from the date those sums were paid to the date of refund;
    - (ii) recover from the Research Organisation the amount of any loss or damage sustained as a result of the termination;
    - (iii) be regarded as discharged from any further obligations under this Agreement; and
    - (iv) pursue any additional or alternative remedies available at law; and
  - (b) MLA will settle any fees, expenses or payments payable to the Research Organisation under this Agreement for work performed to a standard acceptable by MLA.

### Research Organisation's obligations

- 15.10 On termination of this Agreement, the Research Organisation must immediately discontinue any work on the Project.
- 15.11 On receipt of notice of termination of this Agreement, the Research Organisation must do all things necessary to minimise the incurring of further costs in connection with this Agreement.

## 16 Force Majeure

### Event

- 16.1 If a party (**Affected Party**) becomes unable, wholly or in part, by any event beyond its reasonable

control, including, in the case of MLA, a cessation or reduction of its funding (**Force Majeure**) to carry out an obligation placed on it under this Agreement, the Affected Party must give to the other party prompt written notice of:

- (a) reasonable particulars of the Force Majeure; and
- (b) so far as is known, the probable extent to which the Affected Party will be unable to perform or be delayed in performing its obligation.

## Effect

16.2 Subject to compliance with clause 16.1, the relevant obligation, so far as it is affected by the Force Majeure, will be suspended during but no longer than the term of the Force Majeure. In the case of a cessation or reduction of its funding, MLA may, by notice to the other party, terminate this Agreement.

16.3 The Affected Party must use all possible diligence to overcome or remove the Force Majeure as quickly as possible (except where MLA has its funding ceased or reduced). The Affected Party is not required to settle any labour or other dispute creating the Force Majeure on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

## 17 Dispute resolution

### Dealing with disputes

17.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement prior to commencing any proceedings.

17.2 If a party requires resolution of a dispute it must do so in accordance with this clause 17 and the parties acknowledge that compliance with these provisions is a condition precedent to any entitlement to claim relief or remedy, whether by way of proceedings in a court of law or otherwise in respect of such disputes.

17.3 The existence of a dispute or the commencement of proceedings does not affect the obligations of the parties to continue to perform their obligations under this Agreement.

### Resolution by management

17.4 If a party requires resolution of a dispute it must immediately submit full details of the dispute to the chief executive officer or authorised delegate of the other party.

17.5 If the dispute is not resolved within 1 month of submission of the dispute to them, or such other time as they agree, clause 17.6 will apply.

## Mediation

17.6 Disputes must be submitted to mediation in accordance with and subject to the then current Resolution Institute Mediation Rules. The fees for mediation will be borne equally by the parties.

17.7 A party may not commence proceedings in respect of the dispute unless the dispute is not settled by mediation within 1 month of submission to mediation, or such other time as the parties agree.

## Urgent Relief

17.8 This clause 17 does not apply if either party commences legal proceedings for urgent interlocutory relief.

## 18 Relationship of the parties

### No partnership

18.1 Nothing in this Agreement creates an agency, partnership, joint venture or employment relationship between MLA and the Research Organisation or any of their respective employees, agents or contractors.

### No holding out

18.2 Neither the Research Organisation nor any person acting on behalf of the Research Organisation may hold itself out as being entitled to contract or accept payment in the name of or on account of MLA.

### Conflict of Interest

18.3 The Research Organisation must not, without the prior written consent of MLA, during the term of this Agreement:

- (a) act as a consultant to any person who carries on or is involved in any capacity in an activity or business; or
- (b) carry on or be involved in any capacity in an activity or business,

which would adversely affect the Research Organisation's ability to carry out the Project in accordance with the terms of this Agreement.

18.4 If during the term of a Project, any actual, perceived or potential conflict arises, the Research Organisation must notify MLA promptly and make full disclosure of all relevant information relating to the actual, perceived or potential conflict. The parties must discuss in good faith a resolution to any issues arising from such notification.

### MLA Group

18.5 MLA may enter into this Agreement on behalf of members of the MLA Group. The parties agree that:

- (a) MLA enters into this Agreement on its own behalf and as agent for each member of the MLA Group so that each member of the MLA Group may exercise, enforce and

claim the benefit of all rights granted in this Agreement;

- (b) MLA may claim and recover any loss suffered by a member of the MLA Group under this Agreement on behalf of that member; and
- (c) any breach of MLA's obligations under this Agreement by a member of the MLA Group will be taken to be a breach by MLA.

## 19 Miscellaneous

### Notices

- 19.1 A notice under this Agreement must be in writing and may be given to the addressee by:
- (a) delivering it to the address of the addressee;
  - (b) sending it by pre-paid registered post to the address of the addressee;
  - (c) sending it by electronic mail to the last notified email address of the addressee,
- and the notice will be deemed to have been received by the addressee on receipt.
- 19.2 An email is deemed to have been received on the date shown by a printed "read receipt" generated by the sender's computer.

### Amendment

- 19.3 This Agreement may only be varied by the written agreement of the parties.

### Assignment

- 19.4 The Research Organisation may only assign a right under this Agreement with the prior written consent of MLA.

### Entire agreement

- 19.5 This Agreement, together with each Project schedule, embodies the entire understanding and agreement between the parties as to its subject matter.
- 19.6 All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement.

### Further assurance

- 19.7 Each party must promptly sign all documents and do all things that the other party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
- 19.8 Each party agrees that:
- (a) either party may execute this Agreement by applying the signatures of their respective authorised representative to any counterpart electronically; and

- (b) neither party will challenge the validity or enforceability of this Agreement on the basis that the signature of the other party's authorised representatives were applied electronically.

### Governing law and jurisdiction

- 19.9 This Agreement is governed by and must be construed in accordance with the laws of New South Wales.
- 19.10 Each party:
- (a) irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and all courts which have jurisdiction to hear appeals from those courts; and
  - (b) waives any right to object to proceedings being brought in those courts for any reason.

### Legal costs

- 19.11 The parties must each pay their own legal and other expenses relating directly or indirectly to the negotiation, preparation and signing of this Agreement and all documents incidental to it.

### Counterparts

- 19.12 This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument.

### Clause survives termination

- 19.13 The rights and obligations of the parties which by their nature are intended to survive termination of this Agreement will survive the expiry or termination of this Agreement for any reason, including clauses 6 (Accounts & Records), 7 (GST), 10 (Privacy & Data), 11 (Confidentiality).